

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

MUSSELMAN ABSTRACT COMPANY,)	
)	
Plaintiff,)	
)	
v.)	Case No. 4:21-cv-00258
)	State Court Case No.
KATHLEEN B. MULLENDORE TRUST;)	CV-2021-0039
HUNTER MORRIS,)	Washington County, Oklahoma
)	
Defendants.)	

**DEFENDANT HUNTER MORRIS' ANSWER TO PLAINTIFF
MUSSELMAN ABSTRACT COMPANY'S PETITION AND INTERPLEADER**

Defendant Hunter Morris ("Buyer"), by and through his counsel, Hartzog Conger Cason LLP, for his Answer to Plaintiff Musselman Abstract Company's ("Escrow Agent") Petition and Interpleader (the "Petition"), states as follows.¹

ANSWER

1. Buyer is without sufficient information to admit or deny the allegations contained in Paragraph 1 of the Petition, and therefore, those allegations are denied.

2. Buyer admits the allegations contained in Paragraph 2 of the Petition except that Buyer has not scrutinized the document attached to Plaintiff's Petition and Interpleader to confirm it conforms in all material respects to the Purchase Agreement executed by Buyer and Seller. The actual Purchase Agreement executed by Buyer and Seller controls this dispute.

¹ Contemporaneously herewith, Buyer is filing a crossclaim against Defendant Kathleen B. Mullendore Trust.

3. Buyer admits the allegations contained in Paragraph 3 of the Petition.

4. Buyer admits the allegations contained in Paragraph 4 of the Petition. Buyer denies that Seller is entitled to the funds at issue (“Escrowed Funds”).

5. Buyer admits that Escrow Agent makes no claim of entitlement to the Escrowed Funds, except as alleged by Escrow Agent in paragraph 6 below. As to the remaining allegations contained in Paragraph 5 of the Petition, Buyer is without sufficient information to admit or deny, and therefore, those allegations are denied.

6. Paragraph 6 of the Petition states legal conclusions and therefore no response is required. To the extent a response is required, Buyer denies that Plaintiff is entitled to its court costs and attorney fees in this matter and denies that Plaintiff is entitled to payment of said court costs and attorney fees out of the Escrowed Funds because Plaintiff commenced the interpleader action unnecessarily and prematurely under the terms of the Purchase Agreement between Buyer and Seller.

7. Buyer states that the “WHEREFORE” paragraph of the Petition contains legal conclusions and prayers for relief, and therefore, no response is required. To the extent a response is required, those allegations are denied. However, Buyer does not object to dismissing Escrow Agent from this action upon the Escrow Agent depositing the escrowed funds with the Clerk of this Court.

WHEREFORE, Buyer seeks an Order from this Court that Buyer is entitled to the entirety of the interpleaded funds, attorney’s fees, costs, and any such other relief as is allowed by law and the Purchase Agreement between Buyer and Seller.

Respectfully Submitted:

s/ Michael A. Furlong

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CERTIFICATE OF SERVICE

The undersigned counsel hereby certifies that a copy of the foregoing was submitted electronically as of the date set forth above. Notice of this filing will be sent to the parties by operation of the Court's electronic filing system. Parties may access this filing through the Court's system. For those parties which are not registered with the Court's electronic filing system, the undersigned hereby certifies that a copy of the foregoing will be served by depositing a copy of the same in the United States mail, first class, postage prepaid, on July 6, 2021 to:

Jerry M. Maddux, OBA #5616

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MULLENDORE TRUST

s/ Michael A. Furlong

Michael A. Furlong